

AGREEMENT

BETWEEN THE

KEENE BOARD OF EDUCATION

AND THE

KEENE EDUCATIONAL OFFICE PROFESSIONAL GROUP

July 1, 2020 to June 30, 2024

PREAMBLE

To encourage the continuous effective and harmonious working relationship between the School Board of the Keene School District of the City of Keene (the "Board") and the Keene Educational Office Professional Group (the "Group"), the Board and the Group make and enter into this agreement on this 10th day of March, 2020.

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ARTICLE I

RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Group as the exclusive representatives of the following employees of the Keene School District as certified by the New Hampshire Public Employee Labor Relations Board: all office personnel employed by the Keene School District to include: Executive Administrative Assistant, Administrative Assistant I, Administrative Assistant II and excludes all other employees.
- 1.2 Unless otherwise indicated, the term "Employee", when used hereinafter in this Agreement, shall refer to all office personnel represented by the Group in the negotiating unit as above defined, and reference to female employees shall include male employees.
- 1.3 Except as otherwise provided in this Agreement, or otherwise agreed to in writing between the parties, the determination of policy, the operation and management of the schools, and the control, supervision and direction of the staff are vested exclusively in the Board.

ARTICLE II

PURPOSE AND INTENT

- 2.1 The purpose of the Board and the Group in entering into this labor agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Keene.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided in the Agreement, or otherwise specifically agreed to in writing between the parties, the Group recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Keene School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; to establish safety and other rules governing the operations of the Keene School system and the conduct of their employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate not in conflict with the terms of this Agreement.

ARTICLE IV

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or about October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article IV, the Group may, in writing by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit, no later than October fifteenth (15th) at a meeting with the Board, its proposal. The parties shall, thereafter, meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement under the provision of RSA 273-A, subsection XI.
- 4.2 The negotiating committee of the Board and negotiating committee of the Group shall have the authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Group covered by this Agreement.
- 4.3 Any agreement reached shall be reduced to writing and signed by the Board and Group. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the annual School District meeting. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. The "good faith" effort required for a multi-year agreement includes a warrant article intended to "Sanbornizing" the Agreement. A collective bargaining agreement is "Sanbornized" when it is approved by the voters so that its terms are enforceable. "Sanbornizing" provides a mechanism for approval of a multi-year collective bargaining agreement through a separate warrant article rather than a line item in the general budget.
- 4.4 During negotiations, the committee of the Board and the committee of the Group will present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to provide the Group with all reasonable information and material not of a confidential nature.
- 4.5 A copy of any agreement reached hereunder will be filed with the New Hampshire Public Employees Labor Relations Board (NHPERLB) within fourteen (14) days of its execution.
- 4.6 The parties may, by mutual agreement, pass over mediation and go directly to fact-finding.
- 4.7 The cost of mediation and fact-finding will be shared equally by the parties.
- 4.8 The decision of the Board, after full compliance with the provisions of Article IV, shall be final.

ARTICLE V

GROUP RIGHTS

- 5.1 The Board agrees that the staff member shall have freedom of association, self-organization, and the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment and that he/she shall be free from interference, restraint or coercion by the Board or its agents in the designation of such representation or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Group and its representatives

may use school buildings for Group business at all reasonable times provided that this shall not disrupt normal school operations.

ARTICLE VI

EVALUATION AND PERSONNEL FILES

- 6.1 The parties agree that an annual and consistent evaluation of employee performance and effectiveness is a valuable asset. The Board shall retain sole discretion over the evaluation tool implemented, however, the Board shall meet, confer, and give consideration to the Group's input regarding the creation or modification of the standard evaluation tool. Such input should be submitted in writing to the Superintendent. Each new employee to the Keene School system shall be made aware of the School District's current evaluation plan at the time of employment, including criteria, goals and objectives of any such plan.
- 6.2 No derogatory material shall be placed in an employee's individual personnel file unless the employee has an opportunity to review the material. The employee will acknowledge that he/she had had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer.
- 6.3 An employee will have the right, upon request, to review the contents of his/her personnel file at reasonable times. The provision of the Section 6.4 shall not apply to material of a confidential nature acquired by the Board when initially employing any employee.
- 6.4 The annual evaluation submitted to the Human Resources Office shall contain any changes to the specific "job description/responsibilities" being carried out by each member of the Group.
- 6.5 The parties recognize and agree that, subject to the provisions of Article VI, employee evaluation is an administrative function and the sole responsibility of the Board.
- 6.6 It is the responsibility of each supervisor to maintain equitable and properly evaluated positions within his/her department. Newly created positions or major changes in the function or responsibilities of an existing position should be reported by the Supervisor to the Director of Human Resources. He/she will initiate an evaluation study to establish a new position or reclassify an existing position. The process for the evaluation study shall be established by the Director of Human Resources in conjunction with the KEOPG. The Director of Human Resources, as a result of his/her study, will make a recommendation to the Keene Principals and Directors, who will vote on any and all reclassifications. Any reclassifications that receive a majority vote in the affirmative by a Group of Keene School District Administrators who meet on a regular basis to address educational issues will be forwarded to the Keene Board of Education's Personnel Committee for its consideration. Any reclassifications that receive a majority vote in the affirmative by the Keene Board of Education's Personnel Committee, shall be forwarded to the Keene Board of Education for final approval subject to voter approval of the budget. All reclassifications will be at the sole discretion of the Board and shall not be subject to the grievance procedure. The Director of Human Resources will insure that the plan is kept current through periodic reviews and comparative studies of pertinent factors affecting levels of pay.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.1 A "grievance" is a claim based upon an event or condition which affects the terms and/or conditions of employment of an employee or Group of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in Article VII shall mean calendar days.
- 7.2 If the circumstances of the grievance indicate to the supervisor that the grievance is a claim that may be construed as Sexual Harassment, the supervisor will proceed under the District's Sexual Harassment Policy (GBAA) and will notify the Director of Human Resources. If after an investigation the incident is deemed Sexual Harassment, the complaint will proceed under the Sexual Harassment Policy and not be eligible to move forward under this Grievance Procedure. Appeals of all findings made under the Sexual Harassment Policy shall follow the Sexual Harassment Policy, not the grievance procedure. If after an investigation the complaint is deemed not to be Sexual Harassment the complaint may proceed under this Grievance Procedure.
- 7.3 The parties acknowledge that it is more desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

Under the Keene School District grievance procedure, employees may submit grievances in the following manner:

- Step 1. The aggrieved employee shall present the grievance in writing to the employee's immediate supervisor and Director of Human Resources within fifteen (15) calendar days of the date of the occurrence of the matter being grieved. The employee's supervisor shall attempt to satisfactorily adjust the matter and reply to the employee and Director of Human Resources in writing within fifteen (15) calendar days of the presentation of the grievance. The Director of Human Resources shall notify the President of KEOPG of the nature of the grievance within fifteen (15) calendar days of his/her receipt of the grievance.
- Step 2. In the event that the employee is not satisfied with the supervisor's decision, he/she may within fifteen (15) calendar days from receipt of the supervisor's decision in Step 1, present the grievance in writing to the Building Principal. The Principal will arrange to meet within fifteen (15) calendar days of receipt of the grievance with the employee (and any witness called by either party) and shall hold an information hearing to ascertain the facts surrounding the dispute. The Principal shall reply to the grievance in writing to the employee within fifteen (15) calendar days of the conclusion of the hearing.
- Step 3. In the event that the Building Principal's decision is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing to the Assistant Superintendent. The parties to the dispute shall meet with the Assistant Superintendent in an attempt to resolve the dispute based on the facts presented. The Assistant Superintendent shall render a

decision to the employee within fifteen (15) calendar day after the hearing.

Step 4. In the event that the decision of the Assistant Superintendent of Schools is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing with all supporting documentation to the Superintendent of Schools. The Superintendent shall arrange any meeting he/she feels necessary to determine all the facts relevant to the grievance and shall respond in writing within fifteen (15) calendar days of receipt of the grievance.

Step 5. In the event that the grievant is not satisfied with the Superintendent's decision, the grievant may, within fifteen (15) calendar days of receipt of the Superintendent's decision in Step 4, resubmit the grievance in writing to the Board of Education. The Board may review the proceedings as they have taken place at Steps 1 through 4 or may designate a member or committee of members to do so. The Board or Committee may choose to hold a hearing or limited hearing. In the alternative, the Board may summarily affirm the determination of the Superintendent. The Superintendent shall forward the Board's decision to the grievant in writing within forty-five (45) calendar days of the Superintendent's receipt of the resubmitted grievance. The Board's determination shall be final.

ARTICLE VIII

REDUCTION IN FORCE

In the event that a reduction in force among the KEOPG Group becomes necessary, the following procedures will be utilized:

1. Normal attrition will be first explored to ascertain the need for a reduction and to determine the specific positions impacted.
2. This procedure is designed to provide job security to the most meritorious and senior employee. However, in no event, will a more senior person with less quality performance be retained solely on the basis of seniority. Further, an employee offering a special or useful service and/or an up-to-date skill not evident in the more senior employee will be retained, despite the seniority of the other employee.
3. The Group shall be divided into the following job classifications:
 - a. Executive Administrative Assistant
 - b. Administrative Assistant I
 - c. Administrative Assistant II
4. Each employee shall further have a time status classification within each job classification as follows: (a) full-time, (b) regular, or (c) part-time.
5. Reduction in force shall be accomplished by: (a) job performance; (b) relevant experience, training and/or education for job classification, as defined below; (c) job classification, as defined above; and (d) time status classification, as defined above.
6. Initially, employees shall be ranked by time status classifications within each job classification on a list prepared by the Director of Human Resources according to seniority. Seniority is defined as length of continuous service in the Keene School District. Job sharers will accrue seniority on the same basis as part-time employees.
7. Once the initial list is developed for each time and job classification by seniority, the following additional criteria shall be followed:
 - a. Past performance, determined by the three most previous evaluations, will affect seniority, i.e., if two full-time employees were hired at the same time and one had above average evaluations, the other outstanding, the outstanding evaluation would give the second person precedence over the first. Employees on a written performance improvement plan shall be impacted first.
 - b. If two employees were hired at the same time and they each had outstanding evaluations, then the following additional information, deemed to be of benefit to the District, would be considered in determining which employee would be retained: special skills, demonstrated abilities, relevant training, and relevant education/degree.
 - c. Attendance: Each employee's attendance pattern will be reviewed; in no instance will the District violate the provisions of ADA.
8. In general, it would be the intention of the Board that reductions in force be applied first to part-time positions. However, the logistics and coordination of particular job situations

may require, in the employer's sole discretion, the elimination of regular and/or full-time position(s) instead of part-time position(s).

9. If an employee in a particular job classification has their position eliminated by a reduction in force, and if that employee is qualified, in the sole discretion of the employer, for employment in another job classification within the Group, then such affected employee may "bump" within the same job classification or below.
10. If an employee with full-time status is affected by a reduction in force, and if that employee elects, that employee may "bump" into regular or part-time status within the employee's job classification. Likewise, an employee with regular time status affected by a reduction in force may "bump" into part-time status within the employee's job classification.
11. If a year round or full-time position is reduced rather than being eliminated, the criteria outlined in 7 a, b, and c will be followed.
12. In the event of a reduction in hours as opposed to elimination of position, employees may not bump into a portion of another position in order to maintain their current time status. For example, a full-time position is reduced to part-time. The impacted employee would not be able to maintain the part-time position and take part of another position to compensate for the hours lost, bringing their position back to full-time.
13. If an employee is laid off due to a reduction in force, the employee shall be considered first for a Keene School District Administrative Assistant position for a period of one (1) year following the reduction. The employee must identify themselves to the hiring manager as an employee impacted by a reduction in force. Considered first means that applicants shall be evaluated prior to the hiring process and if deemed qualified, at the discretion of the Board, offered the position. If this employee is recalled, he/she will return with full benefits, seniority, and at the appropriate rate of pay for the position.
14. After full compliance with Article VIII, the decision of the Board will be considered final.

ARTICLE IX

BENEFITS

9.1 Definitions of Employment Status

Full-time Year Round – Employment in an established position of not less than 1950 annual scheduled hours or 37.5 hours per week (Sunday-Saturday) and 52 weeks per year fiscal year from July 1 – June 30

Regular – Employment in an established position of not less than 1200 annual scheduled hours or 30 hours per normal work week (Sunday-Saturday) and not less than 40 weeks per fiscal year.

Part-time – Employment in an established position requiring less than 1200 annual scheduled hours per normal work week (Sunday-Saturday).

9.2 Health Insurance (full-time and regular employees)

The Board agrees to offer the AB20-R10/25/40, and up to two additional options. The Board must offer a minimum of 2 plan choices. The contribution rates listed below shall be applied to the plan chosen. If the plan chosen is more costly than the AB20, contributions will be capped at the AB20 contribution costs.

Board Contribution Rate

80%

An employee must enroll as a member of one of the health plans offered to this Group by the District to be eligible for contribution benefits under this Article. Employees may elect not to join the plan or may elect single, two-person or family coverage.

It is agreed by the parties that the Board shall have the sole discretion over selection of the carrier.

Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the “ACA”), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax or other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

The District and Association seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the “Cadillac Tax”). If the Board determines that a plan offered will result in the imposition of such tax, it shall notify the Association and the parties shall reopen negotiations for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose to avoid the tax. If the parties are unable to agree on a substitute, the Association and the District shall share the costs of the excise penalty equally.

Health Insurance Buy Out (full-time and regular employees)

Employees who provide documentation they are covered by alternate group medical insurance that is not provided by the District and who elect not to receive medical insurance by the District shall receive a payment of six thousand dollars (\$6,000) per year. This payment is made upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given. This payment will be offset by any penalty imposed upon the District as a result of the employee's participation in an alternative health care plan.

The parties agree that the School Board shall have the exclusive right to determine the carriers used to provide the benefits set forth in Article IX including the right to self-insure; however, the Board shall not have the right to diminish any part of the benefits for the plan specified above, provided herein, except as specified above for Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA").

If a mutually agreeable opportunity is found for providing equal or better health care to Association members at an equal or lesser cost to the Board, a change in health care insurance options available to the Association members may be made during this contract. Should no mutually agreeable proposed change be found, health care insurance shall continue as outlined above. Provided, however, the Board reserves the right to change the carrier in accordance with Article IX above.

The Board agrees to deduct for health and dental premiums on a twenty-four (24) pay period basis for all full-time (two hundred and sixty (260) days per year) employees and a school year (September-June) pay period basis for all employees who work less than two hundred and sixty (260) days per year.

Extension of Health Insurance (full-time and regular employees)

Employees who qualify for retirement from the District shall be given the opportunity to participate in the retiree health plan adopted by the Group consistent with State and Federal statutes and the regulation of the District's insurers(s).

9.3 Life Insurance (full-time and regular employees)

The Board will pay the full cost to provide a term life insurance policy in the amount of two (2) times salary including an accidental death and dismemberment provision, subject to regulations imposed by the carrier.

9.4 Sick Leave (full-time and regular employees)

- a. Employees shall receive one (1) day sick leave per month cumulative to twelve (12) days per year, further cumulative to a maximum of one hundred (100) days for bonafide illness. However, during the first year of employment, an employee's sick leave will not be considered exhausted until it has exceeded twelve (12) days. Should an employee leave the employ of the District prior to earning the twelve (12) days, the employee shall reimburse the District the difference between earned sick leave and the paid sick leave.

Sick days are to be used for bonafide personal illness and are defined as work days as opposed to calendar days. Up to ten (10) sick days per year may be used to care for an immediate family member (defined as a spouse, child, parent, sibling, grandparent, grandchild, parents of spouse, or any person permanently residing in the household) who is ill.

- b. Eligible employees are entitled to sick leave at full pay until their accumulated sick leave is exhausted for bonafide illness. Upon the request of the Administration, an employee claiming sick leave in excess of five (5) consecutive work days or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the district and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employees claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee.

9.5 Disability (full-time and regular employees):

Disability is defined as the condition resulting from the sickness or injury of an employee which prevents such employee from doing each of the material duties of his/her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10th) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three (3) months before the commencement of an employee's employment with the District or which disability commences during the first twelve (12) months of "employment" with the District. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.

Disability benefits shall terminate on the second (2nd) anniversary of the beginning of the absence unless, at that date, the employee is totally disabled. An employee is totally disabled if the employee is then unable to perform each of the material duties of any occupation for which he/she is reasonably suited by training, education, or experience.

Disability benefits will also terminate at an employee's death if the disability is caused by a non-work connected accident. Otherwise, disability benefits will also terminate on June thirtieth (30th) following or being the seventieth (70th) birthday of the employee.

Disability benefits shall be reduced by the full amount received by the disabled employee for benefits paid to him/her under Workers' Compensation, Social Security, or the New Hampshire Retirement System.

An employee whose disability commences while he/she is on leave, shall not be entitled to disability benefits until the expiration of such leave.

All entitlements to disability benefits which are the responsibility of a third party insurance carrier shall not be subject to the Grievance and Arbitration Procedure of this Agreement unless agreed to by the carrier. All determinations by the carrier shall be final and binding upon the employee, subject to the rights of the employee to appeal in any fashion the determination of the carrier.

A disabled employee receiving disability benefits hereunder acknowledges the District's right to be reimbursed by the insurance carrier for all amounts paid directly to the employee by the District and which are covered by the disability insurance policy maintained by the District.

Upon the request of the Administration, an employee claiming sick leave or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the District and/or its disability insurance carrier. Upon

failure to so provide such evidence or failure to so cooperate, the employee's claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee.

9.6 Short-Term Disability Payments (full-time and regular employees):

Disability benefits for the period of the tenth (10th) consecutive day to the eighty-ninth (89th) consecutive day following the beginning of the absence shall be sixty (60) percent of the employee's gross annual base salary divided by the number of days worked annually times five (5) days per week. Payment shall be made to the employee according to the usual payroll schedule of the District. The maximum disability benefit during this period shall be \$5000.00 per month.

9.7 Long-Term Disability Payments (full-time and regular employees):

Disability benefits for the ninetieth (90th) day following the beginning of the absence or upon the exhaustion of all accrued sick leave shall also be sixty (60) percent of the employee's gross annual base salary as determined at the commencement of the disability divided by twelve (12). Payment shall be made to the employee monthly during this period. The maximum benefit during this period shall be a monthly amount as determined by the insurance carrier. The maximum compensation for both long-term and short-term disability shall be no less than any school District within SAU #29 for the term of this Agreement.

The Board will continue to contribute toward health and dental insurance as indicated in this policy while an employee is out on long-term disability for a period of eighteen (18) months following the date of initial disability. At the end of this period, subject to the rules and regulations of the health and dental insurers, the employee will be eligible for an additional eighteen (18) months of coverage at his/her own expense under COBRA. It is the responsibility of the Human Resources Office to notify the employee when Board contributions cease.

9.8 Paid Personal Leave (full-time and regular employees)

Personal days are for activities of such a personal nature that it is essential for an individual to be absent from professional duties. These activities might include, but are not limited to, home emergencies, legal issues, family issues and the like. Supervisors may grant two (2) paid personal days per fiscal year for emergencies or important personal matters. If a supervisor is uncertain about granting a personal day, he/she shall confer with the Human Resources Director. Personal days will not be taken for pecuniary gain. Personal days are not to extend a school break/vacation or a holiday although the Board recognizes that emergencies may occur before or after vacations or holidays. All personnel are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency.

9.9 Inclement Weather (all employees)

In the event that the Governor declares a State of Emergency for New Hampshire including the prohibition of traveling on regional roadways during the employees scheduled work day, employees shall be compensated for their normal working hours.

9.10 Bereavement Days (full-time and regular employees)

A maximum of five (5) paid days shall be granted in the event of the death of a member of the employee's or the employee's spouse's immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household). The Superintendent may grant additional days.

9.11 Paid Holidays (full-time and regular employees)

Employees who normally work in their position the last regular business day before and first business day after a recognized holiday are entitled to be paid for that holiday. Employees on bona fide sick leave or annual leave before or after the holiday will also be paid, however, those on leave without pay do not qualify for holiday payments. Regular employees are eligible for holidays falling within the school year, provided they work the last school day before and first school day after the holiday.

The following should be recognized as paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

In addition, the parties agree that there will be five (5) floating holidays off with pay which will be scheduled annually by the Superintendent and published in advance. If a holiday falls on a Saturday or Sunday, it shall be observed on the day of general observance as determined by the Superintendent, except that if school is in session on such day, the compensatory time off will be scheduled by the Superintendent.

9.12 Vacation (full-time employees)

Paid vacation time will be provided each employee based upon time of continuous employment as follows:

First year of employment	at the rate of 1 day per month (12 days/year)
One or more years but less than 5 years	at the rate of 1.5 days/month (18 days/year)
5 or more years and less than 10 years	at the rate of 1.75 days/month (21 days/year)
10 or more years	at the rate of 2 days/month (24 days/year)

Employees may accumulate vacation days up to a maximum of forty (40) days. All requests for vacations must be approved in advance by the immediate supervisor.

The Building Principal may request employee leave balances at any time by contacting Payroll or Human Resources.

9.13 Retirement System (full-time and regular employees)

Each employee determined to be eligible under the regulations established by the New Hampshire Retirement System will belong to the N.H. Retirement System (or its equivalent) and the Board and employee will make contributions to the appropriate retirement system as established by law. Upon termination of employment prior to actual retirement, the employee must contact NHRS. (Note: Appropriate applications must be made by the employee through the Human Resources Office.) Employees approaching retirement are advised to contact the NHRS office in Concord at the earliest date possible.

9.14 Social Security (all employees)

Employees belong to the Social Security System and appropriate employee and Board contributions will be made as dictated by law.

9.15 Workers' Compensation (all employees)

The Board will provide at its expense appropriate workers' compensation insurance as required by law. Employees are required to report accidents or any other circumstance that may be covered by workers' compensation. Reports should be made immediately, but, in any case, no later than twenty-four (24) hours following the occurrence.

9.16 Jury Duty (all employees)

Employees called for and serving on jury duty shall receive the necessary leave to fulfill the legal obligation. Employee's must provide a copy of supporting official court documents for leave in this section to be approved by the supervisor. This leave shall not be deducted from sick leave. The person shall be paid during such time an amount equal to the difference between his/her salary and the compensation received for such services.

9.17 Dental Insurance (full-time and regular employees)

The Board agrees to pay for each employee electing dental insurance a maximum contribution of \$1200.00 towards the cost to provide a dental plan with no deductible; one thousand (\$1,000.00) max. Eligible employees may select single, two-person or family coverage.

Eligibility shall be in accordance with the rules of the carrier. The Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in Article IX, including the right to self-insure; however, the Board shall not have the right to diminish any of the benefits provided herein.

9.18 Before Tax Payroll Deductions

The parties agree that payroll deductions for health and dental insurance will be taken on a pre-tax basis.

The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.

9.19 Section 125 (full-time and regular)

The Board agrees to establish, at its expense, a Section 125 Healthcare Flexible Spending Account, with a \$200 minimum and a \$2,500 maximum, and Dependent Care Reimbursement Account with a \$200 minimum and a \$5,000 maximum employee contribution for all Full-Time and Regular Employees. The Board reserves the right to limit contributions to Flexible Spending Accounts as necessary to avoid "Cadillac Tax" under ACA.

9.20 Professional Development (all employees)

The Board agrees to provide up to \$6300 for professional development per fiscal year as described below:

- a. Each employee may attend a job-related workshop, seminar or similar event, up to \$300 each per year, as approved by the Principal or designee. Materials and/or supplies associated with the approved professional development activity shall be reimbursed within the per employee limit of \$300.
- b. With advanced approval of the Superintendent or designee the Association President may use up to half of the annual allocated funds (\$3,150) towards a group, job-related professional development activity.

ARTICLE X
TRANSFERS

10.1 Voluntary Transfers

Any member of the KEOPG may apply for a transfer out of his/her current position to another open position for which the member is qualified. Application shall be made to the Human Resources Office within the dates posted. Salary shall be within the range appropriate to the level applied for.

10.2 Involuntary Transfers

Any member of the KEOPG who has been transferred down to a level different from his/her current level shall maintain his/her current level of salary provided it falls within the range posted for the new level for the remainder of the fiscal year. In subsequent years his/her salary will remain frozen until such time as his/her experience warrants movement within his/her new range. Any KEOPG member who has been involuntarily transferred may request a meeting with the Superintendent or his/her designee, with or without a representative, to discuss the transfer. The Director of Human Resources shall inform, in writing, the President of KEOPG of all involuntary and voluntary transfers.

ARTICLE XI
SALARY RANGES AND COMPENSATION PLAN

- 11.1 Administrative Assistants hired before June 30, 2016 who have completed twenty (20) continuous years of service with SAU 29 and/or its member Districts as of June 30th shall receive a longevity stipend in June of the next full subsequent school year of employment in accordance with the following schedule:
- a. One thousand Dollars (\$1,000) in the first year they are eligible;
 - b. One thousand seven hundred fifty Dollars(\$1,750.00) the second year they are eligible;
 - c. Two thousand seven hundred fifty Dollars (\$2,750.00) the third and subsequent years they are eligible.
 - d. Employees with thirty-five (35) or more years of continuous service as defined above shall receive an additional \$1,000 each year of eligibility.

For example: An employee who has 20 continuous years of service by March of 2020, will be paid a stipend in June of the 2021-2022 school year.

In the fiscal year 2020-2021, this stipend is payable in two installments. The first installment (one half) shall be paid in December and the final installment shall be paid in June to employees actively employed during the payment month.

Beginning in 2021-2022 and in the remaining years of this agreement, this stipend shall be paid in June to employees who are actively employed as of June 1st. Employees must work the entire year through June 1st to be eligible. The stipend shall not be pro-rated.

- 11.2 Salary increases are based on annual performance evaluations of average or better. Employees on a written performance improvement plan shall not be eligible for the annual increase. Once performance has reached an acceptable level, the increase shall be implemented at that time but shall not be retroactive.
- 11.3 During the term of this Agreement, newly hired employees with experience will be placed by the Director of Human Resources at the same level as other employees then currently employed who have similar experience, however, newly hired employees shall have a max starting experience credit of twenty-one (21) years (Step 5).
- 11.4 Salaries are listed in Appendix A.

ARTICLE XII
MISCELLANEOUS PROVISIONS

- 12.1 If any of this Agreement or any application of this Agreement to any employee or Group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.2 The Board and the Group agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Group members or in the application or administration of this Agreement on the basis of race, color, age, religion, national origin, sex, marital status, membership and/or activity in the Group, or any other legally protected class.
- 12.3 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Keene School District Board of Education, 193 Maple Ave., Keene, New Hampshire 03431.
- 12.4 Whenever written notice to the Keene Educational Office Personnel Group is provided for in this Agreement, such notice shall be addressed to the President, Keene Educational Office Group, at his/her then current address. It shall be the responsibility of the Group to notify the Superintendent of Schools when there has been a change in Presidents, or whenever there is a change in the address of the President.
- 12.5 Notices, under Article XI, shall be certified mail.

ARTICLE XIII
FINAL RESOLUTION

- 13.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered except by mutual agreement as evidenced in writing by the parties hereto.

ARTICLE XIV

DURATION

- 14.1 The provisions of this contract will become effective as of 7/1/2020, and shall continue in effect until 6/30/2024.

IN WITNESS WHEREOF the parties have executed this Agreement on this 15th day of April, 2020 as of the date and year first written above.

KEENE SCHOOL DISTRICT
BOARD OF EDUCATION

KEENE EDUCATIONAL OFFICE
PROFESSIONAL GROUP

By: _____
CHAIRPERSON OF THE
NEGOTIATING COMMITTEE

By: Cecilia Scantler
CO-PRESIDENT OF THE
KEOPG

By: Mr. J. D. King
CHAIRPERSON OF THE
SCHOOL BOARD

By: Wendy Puck
CO-PRESIDENT OF THE
KEOPG

Appendix A
Salary Schedules

Year 1: 2020-21						Max - Hire	
Grade	Exp/Steps 0-5	Exp/Steps 6-10	Exp/Steps 11-15	Exp/Steps 16-20	Exp/Steps 21-25	Exp/Steps 26-30	Exp/Steps 31+
	1	2	3	4	5	6	7
EXEC	17.90	19.00	20.10	21.30	22.00	22.85	24.15
I	17.00	18.00	19.10	20.30	21.00	22.35	23.15
II	16.00	17.00	18.10	19.30	20.00	21.10	22.15

Year 2: 2021-22							
Grade	Exp/Steps 0-5	Exp/Steps 6-10	Exp/Steps 11-15	Exp/Steps 16-20	Exp/Steps 21-25	Exp/Steps 26-30	Exp/Steps 31+
	1	2	3	4	5	6	7
EXEC	18.15	19.50	20.60	21.80	22.35	23.10	24.30
I	17.25	18.50	19.60	20.80	21.35	22.60	23.30
II	16.25	17.50	18.60	19.80	20.35	21.35	22.30

Year 3: 2022-23							
Grade	Exp/Steps 0-5	Exp/Steps 6-10	Exp/Steps 11-15	Exp/Steps 16-20	Exp/Steps 21-25	Exp/Steps 26-30	Exp/Steps 31+
	1	2	3	4	5	6	7
EXEC	18.40	20.00	21.35	22.55	23.10	23.85	24.45
I	17.50	19.00	20.35	21.55	22.10	23.35	23.45
II	16.50	18.00	19.35	20.55	21.10	22.10	22.45

Year 4: 2023-24							
Grade	Exp/Steps 0-5	Exp/Steps 6-10	Exp/Steps 11-15	Exp/Steps 16-20	Exp/Steps 21-25	Exp/Steps 26-30	Exp/Steps 31+
	1	2	3	4	5	6	7
EXEC	18.90	20.25	21.75	22.95	23.50	24.25	24.85
I	18.00	19.25	20.75	21.95	22.50	23.75	23.85
II	17.00	18.25	19.75	20.95	21.50	22.50	22.85